APPENDIX B

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT threaten, coerce, or restrain any person engaged in commerce or an industry affecting commerce where an object thereof is to force or require such person to cease doing business with Ypsilanti Press, Inc., or forcing said company to recognize or bargain with Local Union 154, International Typographical Union, AFL–CIO, unless said organization has been certified as the representative of such employees under the provisions of Section 9 of the Act.

WASHTENAW COUNTY AFL–CIO COUNCIL,
Agent of Local 154, International Typographical Union, AFL–CIO.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Local Union No. 592, United Brotherhood of Carpenters and Joiners of America, AFL–CIO [Brunswick Corporation] *and* Russell L. Johnson

Central Indiana District Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, AFL–CIO *and* Russell L. Johnson. *Cases Nos. 25–CB–436 and 25–CB–439. February 13, 1962*

DECISION AND ORDER

On August 30, 1961, Trial Examiner William J. Brown issued his Intermediate Report in the above-entitled consolidated proceeding, finding that the Respondents had not engaged in unfair labor practices as alleged in the complaint and recommending that the complaint be dismissed. Thereafter, the General Counsel filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with these cases to a three-member panel [Chairman McCulloch and Members Leedom and Brown].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in these cases, and hereby adopts the findings, recommendations, and conclusions, only to the extent that they are consistent with our conclusions and order herein.

1. We agree with the Trial Examiner that the Respondents did not violate Section 8(b)(2) and (1)(A) by maintaining and enforcing an unlawful agreement, arrangement, or practice whereby employment with the Brunswick Corporation[1] conditioned on membership in Respondents' organization or on other unlawful requirements. The evidence establishes that although the Company looked to the Respondents as a ready source of workmen, it retained at all times its freedom to hire from any source and was not contractually bound to require its employees or applicants for employment to be members in Respondents' organizations or to seek referrals therefrom. We do not regard the single instance of the discharge of an employee for lack of a work permit from the Respondents as sufficient evidence establishing the existence of an illegal hiring agreement, arrangement, or practice.[2]

2. We find, however, contrary to the Trial Examiner, that the Respondents violated Section 8(b)(2) and (1)(A) of the Act by causing the Company to discriminate against employee Johnson in violation of Section 8(a)(3) of the Act.

As set forth in the Intermediate Report and reflected in the record, Brunswick began installing bowling alleys at Ball State Teachers College in Muncie, Indiana, in February 1961. William Truex was the job superintendent and Arthur Oakes was the job foreman. Both were members of Indianapolis Carpenters Locals which, in turn, were constituents of Respondent Council. Although the Company had the right to hire men off the street, it nevertheless, in accordance with the usual practice, called the local business agent to arrange for additional qualified labor. William Knight, Respondent Council's business agent, on a visit to the job shortly after it started, observed carpenters at work who were unknown to him and he offered to refer local applicants as needed. It appears, although at what period of time is not certain, that there were only four members of Respondent Local 592 employed on the Ball State job.[3]

In December 1960, Foreman Oakes had suggested to Johnson that work would be available for him in Indianapolis about February 15, but advised Johnson that he would have to join the Union. In February, Johnson sought out one Ralph McCaslen in Indianapolis who knew of Oakes' whereabouts, in order to obtain work. McCaslen informed Johnson that Oakes said he, Johnson, should join the "union" and report to the Muncie jobsite. Pursuant to Oakes' suggestion, Johnson applied for membership in Carpenters Local 60 in Indianapolis, a member of the Respondent Council, and upon part payment of dues

[1] Herein referred to as the Company.

[2] See *Carpenters District Council of Detroit, etc. (W. J. C. Kaufmann Company)*, 125 NLRB 546, 555

[3] Although not adverted to by the Trial Examiner, Knight referred three men to the Ball State project at the request of Oakes; two of them were accepted and one was rejected Knight offered to send a substitute for the man who was rejected, but Oakes replied that he could get along without another man

and $3 for a work permit, received from Haldeman, the financial secretary, a work permit in lieu of a membership card.[4] The work permit stated on its face that it was "good in the District." The uncontraverted evidence in the record shows that such work permits were issued to individuals who were in the process of perfecting their membership.

Johnson proceeded to the jobsite in Muncie, where he showed his work permit to Foreman Oakes and Superintendent Truex. The two supervisors took him to Day, the union steward on the job, and asked Johnson to show the permit to Day. The latter said that while the permit looked all right to him, he would have to check with the business agent of Local 592, but in the meantime Johnson could work, and Johnson was put to work that afternoon.[5] The next morning Day brought the matter to the attention of Business Agent Knight, who instructed him to send Johnson to the Local Union hall. Upon receiving Knight's message, Johnson informed Foreman Oakes thereof,[6] and was given permission to leave the job in order to comply with Knight's instruction. At the union hall, Knight told Johnson that his work permit was defective. When Johnson requested that a valid work permit be issued to him, Knight refused and instructed Johnson to go back to the job and tell Foreman Oakes that the work permit was "no good in Muncie . . . and strictly against the Constitution." Oakes, upon being informed of Knight's pronouncement, discharged Johnson and asked him to sign the payroll vouchers before leaving.

On the basis of the foregoing facts and the record as a whole, we find that Knight's message to Oakes, particularly when viewed in the light of the surrounding circumstances, amounted to an order or demand that Oakes terminate Johnson's employment because he did not have a work permit from the Council or Local 592, and Oakes so understood it. No other construction of Knight's message is possible in the context of Foreman Oakes' repeated instruction to Johnson to join "the union" before he could be employed; Supervisors Oakes' and Truex's inspection of Johnson's permit when he did report and their requirement that he submit it to Union Steward Day for inspection before he was hired; Day's statement that he would have to check the validity of the permit with Knight and his subsequent action in doing so; Day's clearing Johnson for work until he had checked with Knight; Foreman Oakes' permission to Johnson to leave the

[4] It is undisputed that Haldeman lacked the authority to sign Johnson's work permit since he was not a business representative of the Central Indiana District Council; and that the Eastern Indiana District Council which purported to issue the permit was then defunct by virtue of its amalgmation with the Central Indiana District Council. However, there is nothing on the record to show that Johnson was aware of Haldeman's lack of authority, or that Johnson conspired to secure a fraudulent work permit.

[5] It was Day's duty, as the Respondent Local's steward, to check the work cards of members

[6] It is clear that Oakes must have been aware that Knight wished to see Johnson in connection with the work permit, in view of Day's earlier statement that he would have to check with Knight as to its validity

worksite during working time in order to call on Business Agent Knight at the Union's hall concerning his work permit; Knight's conclusion that the permit was invalid and refusal to issue a valid one; and Foreman Oakes' action in terminating Johnson immediately upon receipt of Business Agent Knight's message.

We are persuaded that Knight caused Johnson's discharge not for any fraud in the procurement of a work permit, but because Knight did not consider Johnson a member of the Carpenters Union, entitled to work on the project. Moreover, although Knight, as a business representative of the Respondent Council, could have issued a new permit to Johnson as an applicant for membership in a constituent local of the District Council, we find that his failure to do so was based on his desire to give preference in employment to members of Respondent Local.

Accordingly, we find that the Respondents, by causing the Company to discharge Johnson in violation of Section 8(a)(3) of the Act, violated Section 8(b)(2) and (1)(A) of the Act.

THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondents set forth above, occurring in connection with the operation of the Employer hereinabove described, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing the free flow of commerce.

THE REMEDY

Having found, contrary to the Trial Examiner, that the Respondents have engaged in unfair labor practices, we shall order them to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

We have found that the Respondents caused the Company to discharge employee Russell L. Johnson because of his lack of membership in Respondents' organization. We shall therefore order Respondents to notify Brunswick Corporation, in writing, and furnish a copy to Johnson, stating that it withdraws its objections to Johnson's employment and requests Brunswick to offer him reinstatement at its Muncie, Indiana, operation, if it is still in existence. We shall also order Respondents to make Johnson whole for any loss of pay suffered by reason of the discrimination against him, by payment to him of a sum of money equal to the amount he would normally have earned as wages from the date of the discrimination until his employment would have been terminated for lawful reasons, or until 5 days after Respondents notify Brunswick and Johnson, in writing, that they have no objections to his employment. The loss of earnings

will be computed in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289. As the Trial Examiner did not find that Johnson was discriminatorily discharged, the period from the date of the Intermediate Report to the date of the Order herein shall, in accord with our usual practice, be excluded in computing the amount of backpay due Johnson.

ORDER

Upon the entire record in this case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent Local Union No. 592, United Brotherhood of Carpenters and Joiners of America, AFL–CIO, and Respondent Central Indiana District Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, AFL–CIO, their officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Causing or attempting to cause Brunswick Corporation, or any other employer over whom the Board would assert jurisdiction, to discharge or deny employment to Russell L. Johnson, or any other employee or applicant for employment, in violation of Section 8(a)(3) of the Act, or otherwise discriminate against him because such employee is not a member of Respondents' Union.

(b) In any like or related manner restraining or coercing employees or applicants for employment of Brunswick Corporation, or any other employer over whom the Board would assert jurisdiction, in the exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Jointly and severally make Russell L. Johnson whole for any loss of earnings he may have suffered by reason of the discrimination against him as set forth in the section of this Decision and Order entitled "The Remedy."

(b) Notify Brunswick Corporation and Russell L. Johnson, in writing, that they have no objections to Johnson's employment; and also notify Russell L. Johnson, in writing, that henceforth they will not coerce or restrain him by unlawfully infringing upon the rights guaranteed to him by Section 7 of the Act.

(c) Post at their offices, meeting halls, and hiring halls, copies of the notice attached hereto marked "Appendix."[7] Copies of said notice, to be furnished by the Regional Director for the Twenty-fifth Region, shall, after being duly signed by the Respondents' authorized

[7] In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

representatives, be posted by the Respondents immediately upon receipt thereof, and maintained by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondents to insure that such notices are not altered, defaced, or covered by any other material.

(d) Additional copies of the notice attached hereto marked "Appendix" shall be signed by authorized representatives of the Respondents and shall be forthwith returned to the Regional Director for the Twenty-fifth Region for posting by Brunswick Corporation, the Company willing, at its business offices and construction projects within the State of Indiana, where notices to employees are customarily posted.

(e) Notify the Regional Director for the Twenty-fifth Region, in writing, within 10 days from the date of this Order, what steps they have taken to comply herewith.

APPENDIX

NOTICE TO ALL MEMBERS OF LOCAL UNION NO. 592, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL–CIO, AND OF CENTRAL INDIANA DISTRICT COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL–CIO, AND TO ALL EMPLOYEES OF BRUNSWICK CORPORATION

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby give notice that:

WE WILL NOT cause or attempt to cause Brunswick Corporation, or any other employer over whom the Board would assert jurisdiction, to discharge or deny employment to Russell L. Johnson, or any other employee or applicant for employment in violation of Section 8(a)(3) of the Act, or otherwise discriminate against him because such employee is not a member of Respondent Union.

WE WILL NOT in any like or related manner restrain or coerce employees or applicants for employment of Brunswick Corporation, or any other employer over whom the Board would assert jurisdiction, in the exercise of their rights guaranteed in Section 7 of the Act.

WE WILL notify, in writing, the Brunswick Corporation that we have no objections to the hiring or employment of Russell L. Johnson without regard to his union membership.

WE WILL notify, in writing, Russell L. Johnson that we have no objections to his employment with the Brunswick Corpora-

tion, and henceforth we will not coerce or restrain him by unlawfully infringing upon the right guaranteed him by Section 7 of the Act.

WE WILL jointly and severally make whole Russell L. Johnson for any loss of earnings he may have suffered as a result of the discrimination against him.

LOCAL UNION No. 592, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL–CIO,

Labor Organization.

Dated_____ By_____
(Representative) (Title)

CENTRAL INDIANA DISTRICT COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL–CIO,

Labor Organization.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 150 West Market Street, Indianapolis, Indiana (Tel.: MElrose 2–1551), if they have any question concerning this notice or compliance with its provisions.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

STATEMENT OF THE CASE

This consolidated proceeding under Section 10(b) of the National Labor Relations Act, as amended, hereinafter sometimes called the Act, was heard before me at Muncie, Indiana, on July 11, 1961, with all parties represented and accorded full opportunity to present evidence and argument on the issues. Following the hearing briefs were filed for the General Counsel and the Respondents. The issues are (1) whether or not the Respondents maintained and/or enforced a hiring arrangement with Brunswick Corporation [1] whereby only applicants for employment who were members of and/or cleared by Respondents were hired by Brunswick at its Muncie, Indiana, jobsite, and (2) whether or not pursuant to the aforesaid arrangement Respondents caused Brunswick to refuse employment to the Charging Party, Johnson. The complaint alleges, the answers deny, the commission of unfair labor practices defined in Section 8(b)(1)(A) and 8(b)(2) of the Act by such arrangement and discrimination.

Upon the entire record in this case and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

In accordance with a stipulation of the parties I find that Brunswick, a Delaware corporation with its principal office in Chicago, Illinois, and places of business in

[1] Respondent in Case No. 25–CB–436 is hereinafter called Local 592; Respondent in Case No. 25–CB–439 is hereinafter called District Council; Brunswick Corporation is hereinafter called Brunswick.

Muskegon, Michigan, and elsewhere throughout the United States, is engaged in the manufacture, sale, distribution, and installation of bowling and billiard equipment, and during the 12 months preceding the hearing, a representative period, produced at its Muskegon, Michigan, plant and shipped to points outside Michigan, products valued in excess of $100,000; the parties further stipulated and I find that at the installation project at Muncie, Indiana, here involved, Brunswick brought in materials from outside Indiana valued at more than $125,000. I find that Brunswick is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that assertion of jurisdiction is warranted.

II. THE LABOR ORGANIZATIONS INVOLVED

The pleadings establish and I find that Local 592 and the District Council are labor organizations within Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Introduction to the issues*

In February 1961, Brunswick was engaged in the installation of bowling alleys at Ball State Teachers College in Muncie, Indiana, and employing about 15 members of the carpenters trade. William J. Truex was Brunswick's superintendent on the job. He is a member of Carpenters Local Union 60 in Indianapolis. Arthur Oakes, a member of Carpenters Local 758, Indianapolis, was Brunswick's foreman on the job.[2] In December 1960, Oakes had made the acquaintance of the Charging Party, Russell Johnson, when the two, together with Ralph McCaslen, a member of one of the Indianapolis locals, were working in Kentland. At that time Oakes suggested to Johnson that there would be work available for Johnson with Brunswick in Indianapolis about February 15, but he would have to join the Union.[3] Johnson's efforts to follow through on this invitation from Oakes and secure employment with Brunswick on the Ball State job led up to the events which form the basis and caused the filing of the charge herein.

B. *The hiring arrangement at the Ball State project*

The complaint alleges that the Respondents engaged in unfair labor practices by maintaining and enforcing an agreement or practice with Brunswick whereby the latter was caused to limit employment on the Ball State job to applicants who were members of and/or cleared by the Respondents. The evidence reveals the existence of a rather loose working arrangement whereby Brunswick looked to the Respondents as a source of skilled workmen on its Ball State job but at no time surrendered its hiring prerogatives. Truex testified that when Brunswick commenced the Ball State project, in accordance with its usual practice, it contacted the local business agent to arrange to get qualified labor but that at all times he retained the right to hire a man off the street on the project. Oakes testified that on coming into Muncie, Brunswick brought five employees who were members of Indianapolis locals and put them to work on the Ball State job before any approaches were made to any representative of the District Council. Knight, business agent of the District Council at Muncie, went to the Ball State jobsite a couple of days after work started and saw carpenters at work there who were unknown to him. At that time he talked with Oakes and offered to refer applicants as needed. Knight testified that there were only four members of Local 592 on the Ball State job. The testimony of Oakes and Knight in this regard is not contradicted.

The evidence in this case indicates at most that a substantial number, perhaps all but one, of the employees on the project were members of various locals of the United Brotherhood. There is no evidence of any written or oral agreement restricting employment to carpenters cleared by Local 592 or the District Council. There was at least one workman on the job who was not a member of any local of the United Brotherhood. The evidence thus falls short of establishing the existence of the discriminatory hiring arrangement alleged. I shall recommend dismissal of this count of the complaint.

C. *The discrimination against Johnson*

Pursuant to his earlier conversation with Oakes, Johnson went to Indianapolis on February 11, telephoned McCaslen, and was eventually informed that Oakes had

[2] Oakes does not appear to be an officer or agent of either Respondent.

[3] Oakes did not specify any particular union and Johnson understood him to refer merely to the United Brotherhood of Carpenters.

said he should join the Union [4] and report to the Muncie jobsite. Johnson called on Haldeman,[5] finanical secretary of Local 60, and paid him $32 initial payment on dues and $3 for a work permit which stated on its face "good in the District." Johnson then drove to the jobsite, looked up Oakes, and in reply to Oakes' question as to whether he was okay to go to work showed him the work permit issued by Haldeman. After talking with Oakes and Truex, Johnson showed the permit to the steward on the job, Kenneth Day.[6]

Day said that while the permit looked all right to him, he would have to check with the business agent of Local 592, but in the meantime Johnson could work. Johnson worked the balance of that day. On reporting for work the next morning he was told by Day to report to Knight, business representative of the District Council. When Johnson showed his permit to Knight the latter said that the permit was no good in the Muncie area and strictly against the constitution of the Brotherhood.[7] Johnson testified, and I credit him, that he asked Knight to issue him a work permit that would be good and Knight refused. Knight testified, and I credit him, that he did not in this conversation tell Johnson that he could not work on the Ball State project.

When Johnson reported back to the jobsite after his conversation with Knight, he talked first to Oakes and told him what Knight had said to the effect that his work permit was no good in Muncie and strictly against the constitution. Thereupon Oakes asked him to wait a few minutes to sign the payroll vouchers. Then Johnson went to Day and told him what Knight had said, Day indicating that this confirmed his original suspicions concerning the work permit. Johnson then picked up his tools and left the job. He was eventually refunded his $35 a few days later.[8]

The fair interpretation of the evidence is that Oakes terminated Johnson's employment on the Ball State project because of Knight's pronouncement, reported to him through Johnson himself, that Johnson's work permit was strictly against the constitution. This falls short of indicating that the Respondents caused Brunswick to terminate Johnson pursuant to an agreement requiring membership in or a clearance by the Respondent Local or District Council. Johnson in effect elected to come to the Ball State project under union auspices; he thereby assumed the burden of having the proper credentials. The uncontradicted testimony in this case is clearly to the effect that the work permit he showed on the project was in fact strictly against the constitution of the United Brotherhood inasmuch as it purported to be issued by a defunct District Council.

The complaint alleges that the Respondents caused or attempted to cause Brunswick to refuse Johnson employment because of his nonmembership in Local 592 and/or the District Council and their refusal to refer, sponsor, or approve him for employment by Brunswick at the Ball State project. The evidence indicates that Knight acting on behalf of the District Council caused the termination of Johnson's employment because he sought to work under fraudulent credentials. There is no indication on this record as to what would have happened to Johnson if he had reported directly to the jobsite without in any way seeking the sponsorship or clearance of either of the Respondents.[9] The evidence thus falls short of establishing the violation alleged in the complaint.

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[4] There is no indication that any particular "union" was specified in these instructions McCaslen, who does not appear to be an agent of either Respondent, gave Johnson the address of Local 60 in Indianapolis.

[5] Haldeman's direct examination placed Johnson's visit as occurring at Haldeman's home; his cross-examination and Johnson's testimony placed it at Haldeman's office where I believe it occurred.

[6] Day was the union steward on the job by virtue of his being the first member of Local 592 to be employed. As steward it was his duty to check the working cards of members of the United Brotherhood on the job

[7] Knight's uncontradicted testimony is that the work permit purported to be issued by the Indianapolis District Council, an organization whose charter was surrendered in 1959 when it amalgamated into Respondent District Council.

[8] When first offered the refund by Haldeman, Johnson said he did not want his money back but rather to go to work. A day or two later, however, Johnson accepted the refund but only after having been in two or three times to see Haldeman.

[9] After his conversation with Knight, Johnson, although making repeated efforts to get work through Knight, made no further applications to Brunswick. The record thus indicates that Johnson at no time sought employment of Brunswick other than his initial hiring under spurious credentials.

CONCLUSIONS OF LAW

1. Brunswick Corporation is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Respondents are labor organizations within the purview of Section 2(5) of the Act.
3. The Respondents have not engaged in the unfair labor practices alleged in the complaint.

[Recommendations omitted from publication.]

Audio Industries, Inc.[1] ***and*** **General Teamsters, Chauffeurs and Helpers, Local Union No. 298.** *Case No. 13-CA-4130. February 14, 1962*

DECISION AND ORDER

On October 30, 1961, Trial Examiner Sidney Sherman issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the Intermediate Report attached hereto. Thereafter, the General Counsel filed a brief in support of the Trial Examiner's Intermediate Report and the Respondent filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Rodgers and Fanning].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case,[2] and hereby adopts the findings,[3] conclusions, and recommendations of the Trial Examiner, with the following exception.

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[1] The Respondent's name as set forth above conforms to the pleadings as amended at the hearing.

[2] On December 26, 1961, the Respondent filed with the Board a "motion to reopen and remand (the case) to the Trial Examiner for further hearing," and a supporting brief. Respondent points to the fact that, on September 5, 1961, the Charging Party herein filed another charge against Respondent (Case No 13-CA-4424), alleging that the refusal to recall certain employees other than those involved herein was discriminatory, and that these employees "should have been named in the complaint issued June 16, 1961 " The Regional Director refused to issue a complaint on the ground that the evidence was insufficient, and the General Counsel sustained his ruling. Respondent alleges that, since the surrounding facts in the two cases are similar, the refusal to issue a complaint in the one should dictate the same result in the other, and it therefore asks that the record herein be reopened in order to introduce the record of Case No. 13-CA-4424 and to argue its point. Respondent's motion is opposed by the General Counsel.

We see no merit in Respondent's contentions, and therefore see no necessity to reopen the record in this case. The fact that the totality of circumstances and events in Case No. 13-CA-4424 was deemed insufficient to warrant the issuance of a complaint does not mean that the circumstances and events in the instant case are insufficient to have warranted the issuance of a complaint herein, even assuming that the background facts in the two cases are the same or similar. The motion is hereby denied.

[3] The Respondent filed a lengthy list of exceptions to the findings, conclusions, and recommendations of the Trial Examiner. We find that only Respondent's exceptions